

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

VERIZON NEW ENGLAND INC., D/B/A VERIZON MAINE

and

MID-MAINE TELPLUS, INC.

This Amendment No. 1 (this "Amendment") is made this 2nd day of April 2001 (the "Effective Date") by and between Verizon New England Inc., d/b/a Verizon Maine, a New York corporation ("Verizon"), and Mid-Maine TelPlus, Inc., a Maine corporation ("Mid-Maine"). (Verizon and Mid-Maine may be hereinafter referred to each individually as a "Party" and, collectively, as the "Parties".)

WITNESSETH:

WHEREAS, Verizon and Mid-Maine are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated September 29, 1999 (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000; and

WHEREAS, Verizon is prepared to provide the network elements described herein and associated collocation in accordance with, but only to the extent required by, Applicable Law.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the Interconnection Agreement is amended hereby as follows:

(A) Loops.

(1) 4-Wire 56 kbps Loops. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in this Amendment (including Section 1(D) of this Amendment), Verizon shall allow Mid-Maine to access a 4-Wire 56 kbps Loop (as such term is hereinafter defined) unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and provisions of this Section 1(A). “4-Wire 56 kbps Loop” means a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously (4-Wire 56 kbps Loops are referred to as “DDS Loops” in Exhibit A hereto). A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to Mid-Maine in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 2, as such issue may be revised from time to time after the date first set forth above.

(2) DS3 Loops. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in this Amendment (including Section 1(D) of this Amendment), Verizon shall allow Mid-Maine to access a DS3 Loop (as such term is hereinafter defined) unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and provisions of this Section 1(A). “DS3 Loop” will support the transmission of isochronous bipolar serial data at a rate of 44.736 megabits per second (MBPS) or 28 DS-1 channels. The DS-3 Loop include the electronics necessary to provide the DS-3 transmission rate. A DS-3 Loop will only be provided where the electronics are at the requested installation date currently available for the requested loop. Verizon will not install new electronics. DS-3 specifications are referenced in Verizon’s TR72575 as revised from time to time.

(B) Dark Fiber. Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in this Amendment (including Section 1(D) of this Amendment) and upon request, Verizon shall provide Mid-Maine with access to Dark Fiber Loops (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(B) and the rates set forth in Exhibit A attached hereto. Access to unbundled Dark Fiber will be provided by Verizon, where existing facilities are available at the requested availability date, in the loop and interoffice facilities (IOF) portions of the Verizon’s network. Access to Dark Fiber will be provided in accordance with, but only to the extent required by, Applicable Law. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon’s Dark Fiber offering.

(1) A “Dark Fiber Loop” consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon’s main termination point, such as the fiber patch panel located within a Customer premise, and that has not been activated through connection to the electronics that “light” it, and thereby render it capable of carrying Telecommunications Services. In addition to the other terms and conditions of this Agreement, the following terms and conditions also shall apply to

UNE Remand Amendment (Selected UNEs Only)

Dark Fiber Loops:

(a) Verizon shall be required to provide a Dark Fiber Loop only where (a) one end of the Dark Fiber Loop terminates at Mid-Maine's collocation arrangement and (b) the other end terminates at the Customer premise. A CLEC demarcation point shall be established either in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by Verizon. Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a fiber jumper.

(b) Mid-Maine may access a Dark Fiber Loop only at a pre-existing hard termination point of such Dark Fiber Loop, and Mid-Maine may not access a Dark Fiber Loop at any other point, including, but not limited to, a splice point. Verizon will not introduce additional splice points or open existing splice points to accommodate a CLEC's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch, are not available to Mid-Maine.

(c) A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).

(d) Verizon shall perform all work necessary to install a cross connection or a fiber jumper, including, but not limited to, the work necessary to connect a dark fiber to a demarcation point, a fiber distribution frame or a POT bay.

(e) At the Customer premise, unused fibers are not available to Mid-Maine pursuant to this Attachment unless such fibers terminate on a fiber patch panel. Unused fibers in a fiber splice point located outside the Customer premise are not available to Mid-Maine.

(f) Dark Fiber will be offered to Mid-Maine in the condition that it is available in Verizon's network at the time that Mid-Maine submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber for Mid-Maine's use.

(g) Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be spare Dark Fiber Loops and, therefore, will not be offered to Mid-Maine as Dark Fiber.

(h) Mid-Maine shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber.

(i) Mid-Maine may not resell Dark Fiber purchased pursuant to this Amendment to third parties.

UNE Remand Amendment (Selected UNEs Only)

(j) In order for Verizon to preserve the efficiency of its network, Verizon will limit Mid-Maine to leasing a maximum of twenty-five percent (25%) of the Dark Fiber in any given segment of Verizon's network during any two-year period. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:

(i) Revoke Dark Fiber leased to Mid-Maine upon a showing of need to the Commission and twelve (12) months' advance written notice to Mid-Maine; and

(ii) Revoke Dark Fiber leased to Mid-Maine upon a showing to the Commission that Mid-Maine underutilized fiber (less than OC-12) within any twelve (12) month period.

(iii) Verizon may reserve Dark Fiber for maintenance purposes, or to satisfy Customer orders for fiber related services or for future growth. Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a Mid-Maine order for Dark Fiber because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than Mid-Maine, or impair a Verizon obligation to serve as a carrier of last resort.

(j) Mid-Maine may not reserve Dark Fiber.

(k) Mid-Maine shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber accommodate the requirements of Mid-Maine; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting Mid-Maine's collocation arrangements with any proper optical cross connects or other equipment that Mid-Maine needs to access Dark Fiber before it submits an order for such access.

(C) Dark Fiber Interoffice Facilities (IOF).

(1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in this Amendment (including Section 1(D) of this Amendment) and upon request, Verizon shall provide Mid-Maine with access to a Dark Fiber IOF UNE (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(C) and the rates set forth in Exhibit A attached hereto. A Dark Fiber IOF UNE is defined as continuous fiber strand(s) that are located within a fiber optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a Mid-Maine central office but, in either case, without attached multiplexing, aggregation or other electronics. Dark Fiber IOF is available between CLEC's collocation arrangements within two Verizon Central Offices, or between CLEC's collocation arrangement in a Verizon Central Office and Mid-Maine's CO.

UNE Remand Amendment (Selected UNEs Only)

(2) To the extent applicable, the same terms and conditions regarding Dark Fiber Loop UNEs shall govern the Dark Fiber IOF UNE.

(3) A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of the CLEC's completed Inquiry Form, Verizon will initiate a review of its cable records to determine whether dark fiber may be available between the locations and in the quantities specified, Verizon will respond within fifteen (15) Business Days from receipt of the CLEC's request, indicating whether Unbundled Dark Fiber may be available based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval.

(4) Mid-Maine shall order Dark Fiber IOF and Dark Fiber Loop UNEs by sending to Verizon a separate ASR for each A to Z route.

(5) Direct access to dark fiber loops or IOF that terminates in a Verizon premise, must be accomplished via a collocation arrangement in that premise. In circumstances where collocation cannot be accomplished in the premises, the Parties agree to negotiate for possible alternative arrangements.

(D) Limitations. Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment:

(1) Nothing contained in this Amendment shall be deemed to constitute a voluntary agreement by Verizon that any item identified in this Amendment as a network element is (i) a network element under Applicable Law, or (ii) a network element Verizon is required by Applicable Law to provide to Mid-Maine on an unbundled basis. Nothing contained in the Interconnection Agreement or this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Maine Public Utilities Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon's obligations under the Interconnection Agreement, this Amendment or Applicable Law.

(2) Intentionally left blank.

(3) Verizon shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

(4) Verizon shall not provide Mid-Maine, and Mid-Maine shall not request from Verizon, access to a proprietary advanced intelligent network service.

(E) Notwithstanding anything set forth in the Interconnection Agreement, the terms "Loop", "Link", "ULL", "Unbundled Local Loop", "Local Link Transmission" and like terms as used in the Interconnection Agreement and this Amendment mean a transmission path that extends from a main

distribution frame, DSX panel or functionally comparable piece of equipment in a Customer's serving end office to the rate demarcation point (or NID if installed at the rate demarcation point) in or at the Customer's premises and such terms may be used interchangeably in this Amendment and the Interconnection Agreement. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

(F) Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment and subject to the conditions set forth in Section 1(D) of this Amendment:

(1) Verizon shall provide access to 4 Wire 56 kbps Loops, DS3 Loops, Dark Fiber Loops and Dark Fiber IOF subject to charges based on rates and/or rate structures that are consistent with Applicable Law as set forth in Exhibit A hereto. Exhibit A may also include, for illustrative purposes only, rates and/or rate structures, as of the date hereof, for certain other unbundled Network Elements and/or combinations of Network Elements that Mid-Maine may order after (but, for the avoidance of any doubt, not before) the Parties execute another amendment to the Interconnection Agreement (or execute a new interconnection agreement, as the case may be) setting forth terms and conditions for provision of such other unbundled Network Elements and/or combinations of Network Elements; provided, however, that in such case, the rates and/or rates structures for such other unbundled Network Elements and/or combinations shall be Verizon's applicable rates and/or rate structures therefor as in effect from time to time.

2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

UNE Remand Amendment (Selected UNEs Only)

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

MID-MAINE TELPLUS, INC.

VERIZON NEW ENGLAND INC., d/b/a
VERIZON MAINE

By:_____

By:_____

Printed:_____

Printed: Jeffrey A. Masoner

Title:_____

Title: Vice-President - Interconnection Services
Policy & Planning